

Policyholder Information

Named Insured & Mailing Address

AVANTI CONTRACTING INC.
2156 66th St SE
Auburn, WA 98092

Agent Mailing Address & Phone No.

(866) 864-0034
PROPEL INSURANCE - AM SC
PO BOX 2940
TACOMA, WA 98401-2940

Dear Policyholder:

Your Business Auto policy has been endorsed. We have enclosed documents that reflect the change in your commercial auto policy.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (866) 864-0034

**THIS IS
NOT A
BILL**

Your
Commercial
Documents



Reminders

- Detach the ID Card located at the back of the policy
- Verify that all information is correct
- If you have any changes, please contact your Agent at (866) 864-0034
- In case of a claim, call your Agent or 1-800-362-0000

You Need To Know

- **AUTO I.D. CARDS ARE INCLUDED AT THE BACK OF THE POLICY** and can be used as evidence of insurance and provide you with information on what to do in case of an accident.
- Your policy is eligible for a 5% credit if you establish a Drug-Free Workplace Program that meets specific requirements. Call us toll-free at 1-877-397-2255 for details.
- **NOTICE(S) TO POLICYHOLDER(S)**
The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

These forms were included in your original policy. An asterisk () indicates that a new or updated version is included in this package.*

FORM NUMBER

TITLE

CNA90 10 06 14

Important Notice to Policyholder Concerning Your Automobile Policy Punitive or Exemplary Damages

To report a claim, call your Agent or 1-800-362-0000

You Need To Know - continued

- * NP 74 44 09 06 U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
 - NP 88 01 09 08 Important Information About Driving Outside of the United States and Proof of Auto Insurance
 - NP 89 71 09 10 Important Policyholder Information Concerning Billing Practices Liberty Northwest
 - NP 95 61 03 14 Washington Changes - Defense Costs Notice To Policyholders
- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

IMPORTANT NOTICE TO POLICYHOLDER CONCERNING YOUR AUTOMOBILE POLICY

PUNITIVE OR EXEMPLARY DAMAGES

This notice contains a brief summary of coverage changes made to your policy.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

Should you have questions after reviewing the changes outlined below, please contact your independent agent.

SUMMARY OF POLICY CHANGES

- *If your expiring policy contains endorsement CA 87 57 04 06 Punitive or Exemplary Damages, then the following change applies to your renewal policy:*
-

CLARIFICATION OF COVERAGE

Endorsement (CA 87 57 08 13) modifies your Commercial Automobile Insurance:

- Expressly state that insurance does not apply to any costs, attorney's fees, interest, "damages" or any other amounts attributed to "punitive or exemplary damages". However, if a suit alleges both compensatory damages and "punitive or exemplary damages", we will defend the entire suit despite the fact that coverage only applies to (and we will only pay for) the covered compensatory damages.
 - "Punitive or exemplary damages" include damages which are intended to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for "bodily injury" or "property damage".
-

- *If endorsement CA 87 57 08 13 Punitive or Exemplary Damages, is added to your policy for the first time, the following reduction in coverage will apply:*
-

COVERAGE REDUCTION

This endorsement modifies your Commercial Automobile Policy:

- Regardless of any other provision of this policy, this policy does not apply to (and no coverage is provided for) "punitive or exemplary damages" or any costs, attorney's fees, interest, "damages" or any other amounts attributable to "punitive or exemplary damages". However, if a suit is brought against an "insured" arising out of a claim which alleges both compensatory damages and "punitive or exemplary damages", we will defend the entire suit despite the fact that coverage only applies to (and we will only pay for) the covered compensatory damages.
- "Punitive or exemplary damages" include damages which are intended to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for "bodily injury" or "property damage".

**IMPORTANT INFORMATION ABOUT DRIVING
OUTSIDE OF THE UNITED STATES
AND PROOF OF AUTO INSURANCE**

THIS NOTICE DOES NOT PROVIDE ANY COVERAGE, NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR POLICY DECLARATIONS FOR COMPLETE INFORMATION ABOUT THE COVERAGE THAT APPLIES. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY PREVAIL.

This notice provides you with information about territory provisions included in your policy. Your policy provides coverage for accidents or losses that occur within the policy period shown on the Declarations and within the policy territory. The policy territory is defined as the United States of America, its possessions (such as American Samoa, Guam and the U.S. Virgin Islands), Puerto Rico or Canada. While that is the case, in locations outside of the United States, authorities may not accept the Auto Identification Card we provided to you with your policy as proof that you have insurance. For example, Canada requires non-resident operators to carry a special identification Card. For this reason, before you drive outside of the United States, be sure that you:

- Familiarize yourself with the motor vehicle laws in the countries or territories you plan to drive in; and
- Obtain a "Canada Non-Resident Inter-Province Motor Vehicle Liability Insurance Card" from your independent insurance agent when driving in Canada.

In addition, because your policy's territory definition does not include Mexico, if you plan to drive in Mexico, contact your independent insurance agent to purchase Mexican Auto Insurance. Under Mexican laws, auto accidents are not just civil offenses. They are considered criminal offenses and, therefore, the consequences of driving uninsured can be severe.

If you have any questions about this notice or the territory provisions of your policy, please contact your independent insurance agent. Your agent can answer your questions and, to the extent possible, ensure your coverage meets your insurance needs.



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (16) 56 48 20 32
Policy Period:
From 01/05/2015 To 01/05/2016
12:01 am Standard Time
at Insured Mailing Location

Common Policy Declarations

Named Insured & Mailing Address

AVANTI CONTRACTING INC.
2156 66th St SE
Auburn, WA 98092

Agent Mailing Address & Phone No.

(866) 864-0034
PROPEL INSURANCE - AM SC
PO BOX 2940
TACOMA, WA 98401-2940

Named Insured Is: CORPORATION

Named Insured Business Is: MASONRY CONTRACTOR

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART

CHARGES

Business Auto

\$1,629.00

Total Charges for all of the above coverage parts: \$1,629.00
Coverage for Terrorism resulting from Nuclear, Biological or Chemical Acts is Excluded

Note: This is not a bill

IMPORTANT MESSAGES

OTHER NAMED INSUREDS

JASON SALVINI, INDIVIDUALLY
PAUL H AMBY, INDIVIDUALLY

Servicing Office Western Washington
and Issue Date 08/04/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 42 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (16) 56 48 20 32
Policy Period:
From 01/05/2015 To 01/05/2016
Endorsement Period:
From 08/03/2015 to 01/05/2016
*12:01 am Standard Time
at Insured Mailing Location*

Policy Change Endorsement

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

AVANTI CONTRACTING INC.
2156 66th St SE
Auburn, WA 98092

(866) 864-0034
PROPEL INSURANCE - AM SC
PO BOX 2940
TACOMA, WA 98401-2940

CHANGES TO POLICY - TRANSACTION # 8

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Additional Premium	\$604.00
<i>Total Additional Charges</i>	<i>\$604.00</i>
	<i>Note: This is not a bill</i>

Description of Change(s)

Coverage Forms and Endorsements
Add 2009 GMC Yukon and 2015 Fabform trailer

Servicing Office Western Washington
and Issue Date 08/04/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (16) 56 48 20 32
Policy Period:
From 01/05/2015 To 01/05/2016
Endorsement Period:
From 08/03/2015 to 01/05/2016
12:01 am Standard Time
at Insured Mailing Location

Policy Change Endorsement

Named Insured

Agent

AVANTI CONTRACTING INC.

(866) 864-0034
PROPEL INSURANCE - AM SC

OTHER NAMED INSUREDS

JASON SALVINI, INDIVIDUALLY PAUL H
AMBY, INDIVIDUALLY

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

These Forms and Endorsements were included in your original policy. An asterisk(*) indicates a new or updated version is included in this package.

Table with 2 columns: FORM NUMBER and TITLE. Lists various policy forms such as 'Changes in Your Policy', 'Business Auto Coverage Form', etc.

Servicing Office and Issue Date: Western Washington 08/04/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (16) 56 48 20 32
Policy Period:
From 01/05/2015 To 01/05/2016
Endorsement Period:
From 08/03/2015 to 01/05/2016
*12:01 am Standard Time
at Insured Mailing Location*

Policy Change Endorsement

Named Insured

Agent

AVANTI CONTRACTING INC.

(866) 864-0034
PROPEL INSURANCE - AM SC

POLICY FORMS AND ENDORSEMENTS - continued

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

These Forms and Endorsements were included in your original policy. An asterisk(*) indicates a new or updated version is included in this package.

FORM NUMBER	TITLE
IL 01 98 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)

Servicing Office and Issue Date Western Washington
08/04/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (16) 56 48 20 32
Policy Period:
From 01/05/2015 To 01/05/2016
12:01 am Standard Time
at Insured Mailing Location

**Business Automobile
Revised Policy Declarations**

ITEM ONE:

Named Insured	Agent
AVANTI CONTRACTING INC.	(866) 864-0034 PROPEL INSURANCE - AM SC

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

*See Business Auto Coverage Form CA 00 01 for Covered Auto Symbol Descriptions

COVERAGES	LIMIT	PREMIUM
Liability Insurance	\$1,000,000 each accident Covered Auto Symbol(s) 01*	\$960.00
Medical Payments	\$35,000 per person Covered Auto Symbol(s) 07*	\$83.00
Underinsured Motorist Washington	Coverage Underinsured Motorists Bodily Injury and Property Damage	Limit \$1,000,000 each accident
	Covered Auto Symbol(s) 07*	\$139.00
Physical Damage Comprehensive	Refer to Item Three Covered Auto Symbol(s) 07*	\$131.00
Collision	Covered Auto Symbol(s) 07*	\$266.00
Miscellaneous Coverages Business Auto Enhancement Endorsement		\$50.00

Total Provisional Charges: \$1,629.00
Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (16) 56 48 20 32
Policy Period:
From 01/05/2015 To 01/05/2016
12:01 am Standard Time
at Insured Mailing Location

**Business Automobile
Revised Policy Declarations**

Named Insured

Agent

AVANTI CONTRACTING INC.

(866) 864-0034
PROPEL INSURANCE - AM SC

SUMMARY OF COVERED VEHICLES

UNIT	YEAR	MAKE/MODEL	VIN	TERR	ST	CLASS	ZIP	SYM/COST
001	2009	GMC Yukon	1GKFK26389R271273	033	46	01183	98372	\$35,000
002	2015	Fab Form PT612-10k	58XBD1221F1000569	033	46	68183	98372	\$7,855

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (16) 56 48 20 32
Policy Period:
From 01/05/2015 To 01/05/2016
12:01 am Standard Time
at Insured Mailing Location

**Business Automobile
Revised Policy Declarations**

Named Insured	Agent
AVANTI CONTRACTING INC.	(866) 864-0034 PROPEL INSURANCE - AM SC

ITEM THREE: COVERED VEHICLES AND PREMIUM DETAIL

UNIT 001	2009 GMC Yukon		VIN: 1GKFK26389R271273			
Rating	CLASS	SYM/COST	TERRITORY	RISK STATE	RATING ZIP	TOWN CODE
Factors	01183	\$35,000	033	WA	98372	0217
DESCRIPTION						PREMIUM
Liability Insurance						\$680.00
Medical Payments						\$83.00
Underinsured Motorist Bodily Injury and Property Damage						\$139.00
Physical Damage Comprehensive - Actual Cash Value Less \$500 Deductible						\$98.00
Collision - Actual Cash Value Less \$500 Deductible						\$220.00
Total Premium						\$1,220.00

UNIT 002	2015 Fab Form PT612-10k		VIN: 58XBD1221F1000569			
Rating	CLASS	SYM/COST	TERRITORY	RISK STATE	RATING ZIP	TOWN CODE
Factors	68183	\$7,855	033	WA	98372	0217
Loss Payee Springleaf Finance & Affiliates PO Box 200049 Kennesaw, GA 30156						
DESCRIPTION						PREMIUM
Liability Insurance						\$73.00
Underinsured Motorist Bodily Injury and Property Damage						Included
Physical Damage Comprehensive - Actual Cash Value Less \$500 Deductible						\$33.00
Collision - Actual Cash Value Less \$500 Deductible						\$46.00
Total Premium						\$152.00

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BAS (16) 56 48 20 32
Policy Period:
From 01/05/2015 To 01/05/2016
12:01 am Standard Time
at Insured Mailing Location

**Business Automobile
Revised Policy Declarations**

Named Insured	Agent
AVANTI CONTRACTING INC.	(866) 864-0034 PROPEL INSURANCE - AM SC

ITEM FOUR: HIRED AUTO COVERAGE

	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	
Liability	\$1.00	1.021	\$78.00

Cost of Hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

To report a claim, call your Agent or 1-800-362-0000
DS 70 43 01 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured:

Endorsement Effective:

SCHEDULE

"Bodily Injury" And "Property Damage":	\$	Each "Accident"
	or	
"Bodily Injury"	\$	Each "Accident"

This endorsement provides "bodily injury" and "property damage" "underinsured motorists coverage" unless an "X" is entered below.

If an "X" is entered in this box, this endorsement provides "bodily injury" "underinsured motorists coverage" only for the following autos:

Description Of "Autos":

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" or "property damage" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".

- b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

- 1. The benefit of any insurer or self-insurer under any workers' compensation law or any similar disability benefits law.
- 2. The benefit of any insurer of property.
- 3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" any vehicle owned by that Named Insured or made available for that Named Insured's regular use that is not a covered "auto" for Liability Coverage under this Coverage Form;
 - b. Any "family member" while "occupying" any vehicle owned by that "family member" or available for that "family member's" regular use that is not a covered "auto" for Liability Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" any vehicle owned by the Named Insured or made available for the Named Insured's regular use that is insured for Liability Coverage on a primary basis under any other Coverage Form or policy.
- 4. Property contained in or struck by any vehicle owned by or available for the regular use of the Named Insured or any "family member", if the Named Insured is an individual, which is not a covered "auto" for Liability Coverage under this Coverage Form.
- 5. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident" caused by a hit- and-run vehicle as described in Paragraph 5.d of the definition of "underinsured motor vehicle". In all other cases, this insurance does not apply to the first \$100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".

- 6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. "Bodily injury" or "property damage" to an "insured" while operating or "occupying" a motorcycle or motor driven cycle which is not a covered "auto" for Liability Coverage under this Coverage Form.
- 8. Punitive or exemplary damages:
- 9. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in the Schedule or in the Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage endorsement or Personal Injury Protection Coverage endorsement attached to this Coverage Part.
We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

E. Changes In Conditions

The conditions are changed for Washington Underinsured Motorists Coverage as follows:

- 1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle", and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this provision does not apply if failure to notify us does not prejudice our right to recover payment from the person legally responsible for the "accident".

3. Legal Action Against Us is replaced by the following:

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within 1 year after the date on which the course of action accrues.

If this action is brought pursuant to Sec. 3 of RCW 48.30 then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail or certified mail with return receipt requested.

4. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

Our rights to not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt notice of tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle", and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage, and
- (2) We also have a right to recover the advanced payment.

5. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. We will pay all arbitration expenses. Arbitration expenses will not include the "insured's" attorney's fees or any expenses incurred in producing evidence or witnesses.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of the property of an "insured".
2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Suit" means a civil proceeding in which:
 - a. Damages because of "bodily injury" or "property damage"; or
 - b. A "covered pollution cost or expense" to which this insurance applies, are alleged.

"Suit" includes:

- (1) An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed; or
 - (2) Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed.
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer":
- a. For which no liability bond or policy applies at the time of an "accident"; or
 - b. For which liability bonds or policies apply at the time of an "accident", but the amount paid under the all of the bonds or policies to an insured is not enough to pay the full amount an "insured" is legally entitled to recover as damages caused by the "accident"; or
 - c. For which all insuring or bonding companies deny coverage or are or becomes insolvent; or
 - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
 - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
 - (2) Cause "bodily injury" or "property damage" with no physical contact with the "insured" or the vehicle the "insured" was "occupying" at the time of the "accident" provided:
 - (a) The facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having an underinsured motorists coverage claim as a result of such "accident", and
 - (b) Someone reports the "accident" to the police within 72 hours of the "accident".

However, "underinsured motor vehicle" does not include any vehicle;

- a. For which the Liability Coverage of this Coverage Form applies. For which the Liability Coverage of this Coverage Form applies. However, if the Named Insured is an individual and that Named Insured or any "family member" sustain damages while "occupying", or when struck by, an "auto" which is a covered "auto" for Liability Coverage under this Coverage Form, this exception to this definition of an "underinsured motor vehicle" does not apply to that Named Insured or any such "family member".

- b. Owned by a governmental unit or agency. This provision does not apply if the governmental unit or agency is unable to pay damages because of financial inability or insolvency.
6. Whenever the terms "uninsured motorists coverage" or "uninsured motor vehicle" appear in the Coverage Form or any endorsements attached to the Coverage Form, they are replaced by the terms "underinsured motorists coverage" and "underinsured motor vehicle" for covered "autos" licensed in or "garage operations" conducted in Washington.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEMPORARY SUBSTITUTE AUTO - PHYSICAL DAMAGE INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECREATIONAL TRAILERS AND BOAT TRAILERS

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION I - COVERED AUTOS is amended by the addition of the following:

4. Recreational trailers and boat trailers designed for use with an auto of the private passenger type provided the trailers are not used for business purposes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
GARAGE AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. LIABILITY COVERAGE is changed by adding the following exclusion:

Regardless of any other provision of this policy, this policy does not apply to (and no coverage is provided for) "punitive or exemplary damages" or any costs, attorney's fees, interest, "damages" or any other amounts attributable to "punitive or exemplary damages". However, if a suit is brought against an "insured" arising out of a claim which alleges both compensatory damages and "punitive or exemplary damages", we will defend the entire suit despite the fact that coverage only applies to (and we will only pay for) the covered compensatory damages.

B. ADDITIONAL DEFINITION

"Punitive or exemplary damages" include damages which are intended to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	18
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	13
BROAD FORM INSURED	1
BODILY INJURY REDEFINED	21
EMPLOYEES AS INSURED (including employee hired auto)	2
EXTENDED CANCELLATION CONDITION	22
EXTRA EXPENSE - BROADENED COVERAGE	10
GLASS REPAIR - WAIVER OF DEDUCTIBLE	15
HIRED AUTO PHYSICAL DAMAGE(including employee hired auto)	6
HIRED AUTO COVERAGE TERRITORY	20
LOAN / LEASE GAP	14
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	16
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	8
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	17
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	19

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:
"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

- B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

20. HIRED AUTO COVERAGE TERRITORY
SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED
Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION
COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance - Primary And Excess Insurance Provision in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CA 99 16 12 93

**HIRED AUTOS SPECIFIED AS COVERED AUTOS
YOU OWN**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE

Description of Auto:

2009 GMC Yukon

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease under the coverage for which it is a covered "auto."

While any covered "auto" described in the Schedule is rented or leased to you and is being used by or for you, its owner or anyone else from whom you rent or lease it is an "insured" but only for that covered "auto."

B. CHANGES IN LIABILITY COVERAGE

The following is added to WHO IS AN INSURED:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CA 99 89 05 01

WASHINGTON LOSS PAYABLE FORM REG-335

This endorsement reflects the text of the form promulgated in Washington State Insurance Commissioner's Regulation No. 335, as reproduced in Section 284-21-990 of the Washington Administrative Code.

SCHEDULE

Insurance Company
Policy Number
Endorsement Effective Date
Issued To
Secured Party Address
Additional Secured Party Address
By Agent

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** Loss or damage, if any, under this policy shall be payable first to the loss payee or mortgagee (hereinafter called secured party), and, second, to the insured, as their interests may appear; provided, that, upon demand for separate settlement by the secured party, the amount of said loss shall be paid directly to the secured party to the extent of its interest.
- B.** This insurance as to the interest of the secured party shall not be invalidated by any act or neglect of the insured named in said policy or his agents, employees or representatives, nor by any change in the title or ownership of the insured property; provided, however, that, the conversion, embezzlement or secretion by the named insured or his agents, employees or representatives is not covered under said policy unless specifically insured against and premiums paid therefor.
- C.** In applying the pro rata provisions of the policy, the amount payable to the secured party shall be reduced only to the extent of pro rata payments receivable by the secured party under other policies.
- D.** The company reserves the right to cancel the policy at any time as provided by its terms, but in such case the company shall mail to the secured party a notice stating when such cancellation shall become effective as to the interest of said secured party. The amount and form of such notice shall not be less than that required to be given the named insured, by law or by the policy provisions, whichever is more favorable to the secured party.
- E.** If the insured fails to render proof of loss within the time granted in the policy conditions, such secured party shall do so within sixty days after having knowledge of a loss, in form and manner as provided by the policy, and, further, shall be subject to the provisions of the policy relating to appraisal and the time of payment and bringing suit.

WASHINGTON LOSS PAYABLE FORM REG-335

- F.** Whenever the company shall pay the secured party any sum for loss or damage under policy and shall claim that, as to the insured, no liability exists, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all collateral held to secure the debt, or may, at its option, pay to the secured party the whole principal due or to grow due on the mortgage or other security agreement, with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all collateral held to secure it; but no subrogation shall impair the right of the secured party to recover the full amount due it.
- G.** All terms and conditions of the policy remain unchanged except as herein specifically provided.
- H.** All notices sent to the secured party shall be sent to its last reported address, which must be stated in the policy or in this endorsement.